

**CITY OF NORTH MIAMI
GREEN BUSINESS REHABILITATION
GRANT PROGRAM AGREEMENT**

THIS GREEN BUSINESS REHABILITATION GRANT PROGRAM AGREEMENT (the “Agreement”) is made and entered into as of the 11th day of March 2021 by and between the **CITY OF NORTH MIAMI**, a Florida municipal corporation, (the “City”) having an address at 776 N.E. 125th Street, North Miami, Florida 33161 and **THE GREATER NORTH MIAMI CHAMBER OF COMMERCE, INC.**, (the “Grantee”), having a principal address at 13100 West Dixie Highway, North Miami, FL 33161.

RECITALS

1. The City’s Green Business Rehabilitation Program (the “Program”) provides financial incentives and create economic opportunity by promoting energy conservation, reduction of greenhouse gases and reduces long term operating costs that encourage sustainability by retrofitting buildings occupied by small businesses

2. Businesses eligible for participation in the Program must, among other things, be located in a commercial space within the City of North Miami, not have any liens against the property, been in business for at least two (2) years, have seven (7) employees or less, and not be part of any national franchise or chain.

3. The Program will fund one hundred percent (100%) of the approved total project costs up to a maximum of Ten Thousand 00/100 Dollars (\$10,000.00) on a reimbursement basis.

4. The Grantee is the business owner who has applied to the City for a Green Business Rehabilitation Grant for the purpose of rehabilitating and making improvements to the Property with the consent of the Owner of the real property as more particularly described on Exhibit “A” attached hereto and by this reference made a part hereof (the “Property”).

5. The City has approved an award to the Grantee of a Green Business Rehabilitation Grant in the amount of Ten Thousand 00/100 Dollars (\$10,000.00) (the “Grant”) toward the rehabilitation of the Property in accordance with the terms and conditions of this Agreement including, but not limited to, the Program Guidelines attached hereto as Exhibit “B” and by this reference made a part hereof (the “Program Guidelines”) and the scope of work and budget for the project attached hereto as Exhibit “C” and by this reference made a part hereof (the “Project “ or “Scope of Work”).

6. The Grantee desires to accept the Grant subject to the terms, conditions and restrictions set forth in this Agreement.

NOW, THEREFORE, in consideration of the Grant and the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto do hereby agree as follows:

Section 1. Recitals; Program Guidelines. The Recitals set forth above are true and correct and are incorporated in this Agreement by reference. The terms and provisions of the Program Guidelines are incorporated into this Agreement by reference and the Grantee agrees to abide by such terms and provisions. In the event of any conflict between the Program Guidelines and this Agreement, the terms and provisions of this Agreement will control with the understanding that any terms in the Program Guidelines that are not addressed in this Agreement shall nevertheless be applicable.

Section 2. Effective Term. The term of this Agreement shall commence on the date when it has been executed by both parties (the “Effective Date”) and the obligation of the City to fund the Grant shall terminate six (6) months thereafter, unless sooner terminated by either party as set forth herein (the “Funding Termination Date”). In addition to any other rights and remedies of the City set forth in this Agreement, any portion of the Grant for which a reimbursement request has not been submitted by Grantee to the City by the Funding Termination Date shall be forfeited and Grantee hereby waives any rights to such forfeited portion of the Grant. Notwithstanding the foregoing, this Agreement shall remain in full force and effect following the Funding Termination Date for such time periods as necessary to give the terms and provisions of this Agreement their full force and effect.

Section 3. Scope of Work. The Grantee agrees to use the Grant solely for the reimbursement of costs and expenses paid by the Grantee for the performance of the Scope of Work subject to and in accordance with this Agreement and the Program Guidelines. The Grantee further agrees that the Grant shall only be disbursed in accordance with the attached budget in the amounts for each line item as set forth therein. The Grantee shall be responsible for the design, engineering, permitting and construction of the Project. Grantee shall cause the Project to be commenced within thirty (30) days after the Effective Date and thereafter prosecuted with due diligence and continuity and will achieve final completion on or before the Funding Termination Date. Final completion shall be evidenced by a final certificate of occupancy or use, as applicable, issued by the City of North Miami (the “City”), free and clear of liens or claims for liens for materials supplied and for labor or services performed in connection therewith. The Grantee agrees that the Scope of Work performed under this Agreement shall be performed in accordance with all applicable laws including the City’s land use and zoning requirements and the Florida Building Code. The Grantee agrees and represents that the contracts entered into by it for the Project shall require that its contractors, subcontractors, design professionals, engineers and consultants possess the licenses required by applicable laws to cause to be performed the Scope of Work. Grantee shall provide the City with copies of the fully executed architect and contractor agreements and, at the request of the City, copies of the plans and specifications for the Project.

Section 4. Amount Payable. Subject to available funds, the maximum amount payable under this Agreement shall not exceed the Grant amount awarded. The Grantee acknowledges and agrees that should Program funding be reduced or unavailable, the amount payable under this Agreement may be reduced by the City. Availability of Grant funds shall be determined by the City, in its sole discretion. The Grantee waives any and all claims against the City for any reduction or unavailability of funding. The Grantee will not look to, nor seek to hold liable, the City, its officers, employees, or agents for the performance or non-performance of this Agreement and agrees to hold the City harmless and release the City from any and all claims and liability under this Agreement, whether as a direct or indirect consequence of any funding reduction or unavailability.

Section 5. Reimbursement Procedures. The City agrees to disburse the Grant to the Grantee on a reimbursement basis for expenses necessarily and properly incurred under this Agreement and paid by Grantee based on the Scope of Work and in accordance with the budget set forth therein all as approved by the City. Payment shall be made in accordance with the following procedures:

5.1 **Reimbursement Request.** Reimbursement requests are to be in writing and presented to the City by the Grantee only after payment has been made by Grantee for labor and materials as set forth in the Scope of Work. Without limiting the foregoing, reimbursement requests shall be made not more often than monthly and only after approximately fifty percent (50%), and one hundred percent (100%) of the Scope of Work has been completed with such percentages based upon expenditure of overall Project costs. The City shall have the right to inspect and verify payment for all labor and materials prior to release of each reimbursement. By submitting a reimbursement request to the City, the Grantee shall be deemed to acknowledge and agree, and represent to the City, that (i) the work has progressed to the point indicated, (ii) the quality of the work is in accordance with the plans and specifications, and (iii) all monies previously paid by the City to the Grantee have been disbursed to the appropriate architect, contractors, consultants, sub consultants, subcontractors, materialmen, vendors and miscellaneous suppliers based upon the prior reimbursement request.

5.2 **Expenditure Report Required.** As part of each reimbursement request, Grantee shall submit to the City, for its review and approval, a detailed expenditure report with all invoices and proof of payment as well as any other information and documentation reasonably requested by the City. No request for reimbursement shall be processed without an expenditure report and the City reserves the right to withhold all or any portion of the Grant if required and/or requested documentation is not submitted or is in a form and substance not acceptable to the City. The payment of any reimbursement request by the City shall not be construed that the work or any portion hereof complies with (a) the Scope of Work, the contract documents, and plans and specifications and/or (b) applicable law including the Florida Building Code, it being acknowledged and agreed by the Grantee that it is the Grantee's sole responsibility to ensure the work complies with (a) and (b) above.

Section 6. Maintenance. Following completion of the Project and for a period of five (5) years thereafter, the Grantee, at its sole cost and expense shall be responsible for and perform all repairs, maintenance and replacements relative to the Scope of Work. The foregoing shall expressly include the repair and replacement of any personal property. Maintenance, repairs and replacements shall be in quality and class comparable to the original construction, to preserve the Project in good working order and condition, reasonable wear and tear excepted.

Section 7. Relationship of the Parties. The parties agree that this Agreement recognizes the autonomy of and does not imply any affiliation between the contracting parties. It is expressly understood and intended that the Grantee, its agents and employees, are not agents or employees of the City, but are only recipients of funding support, and is not an agent or instrumentality of the City or entitled to any employment benefits by the City.

Section 8. Assignment. This Agreement and participation in the Program are not transferable to new business owners or lessees. New business owners must re-apply to participate in the Program and are subject to the “Past Program Participation” restrictions set forth in the Program Guidelines

Section 9. Records, Reports, Audits, Monitoring and Review.

9.1 The Grantee shall maintain complete and accurate books, records and accounts of all costs and expenses incurred in connection with the Project. Upon the request of the City, all such books and records of the Grantee which relate to the Project shall be available for inspection and audit by the City or any of its authorized representatives at all reasonable times during normal business hours. The City shall be entitled to make such copies of the books and records as the City deems appropriate.

9.2 The Grantee’s books and records shall be maintained or caused to be maintained in accordance with generally accepted accounting principles in a consistent manner, together with the pertinent documentation and data to provide reasonable audit trails for a period of six (6) years following the Funding Termination Date. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

Section 10. Breach of Agreement; Remedies.

10.1 Breach. A breach by the Grantee under this Agreement shall have occurred if: (a) the Grantee fails to complete the Project as set forth in this Agreement; (b) the Grantee ineffectively or improperly uses the Grant allocated under this Agreement; (c) the Grantee does not receive all permits and/or governmental approvals for the Project as required by applicable law; (d) the Grantee fails to submit a detailed expenditure report as required by this Agreement or submits incorrect or incomplete proof of expenditures to support reimbursement requests; (e) the Grantee refuses to allow the City access to records or refuses to allow the City to monitor, evaluate and review the Grantee’s Project; (f) a transfer or assignment occurs within three (3) years following completion of the Project as set forth in Section 9 above, (g) the Grantee makes or allows to be made any changes, alterations, or modifications to the completed Project without the prior written consent of the City, (h) the Grantee discriminates in violation of any Federal, State or local law; (i) the Grantee attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; (j) the Grantee fails to obtain final certificates of occupancy or completion, as applicable, for the Project.

10.2 Remedies. Immediately upon the breach of this Agreement by Grantee as set forth in Section 10.1 above, in addition to all rights and remedies available at law or in equity, the City may terminate this Agreement by giving written notice to the Grantee of such termination and by specifying the termination date at least five (5) days before the effective date of termination. In the event of termination, the City may also (a) seek reimbursement of the Grant or any portion thereof paid to the Grantee under this Agreement; or (b) terminate or cancel any other agreements entered into between the City and the Grantee. The Grantee shall be responsible for all direct and indirect costs associated with such termination including, but not limited to, attorneys’ fees and costs at both the trial and appellate levels and also incurred in enforcing this attorneys’ fees provision.

103 No Waiver. No express or implied consent or waiver by the City to or of any breach or default by the Grantee in the performance or non-performance by the Grantee of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Grantee of the same or any other obligations of such other Party hereunder. Failure by the City to complain of any act or failure to act of the Grantee or to declare the Grantee in default, irrespective of how long such failure continues will not constitute a waiver by the City of its rights hereunder. The giving of consent by the City in any one instance will not limit or waive the necessity to obtain the City's consent in any future instance.

Section 11. Indemnification by Grantee. The Grantee hereby covenants and agrees to indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from and against all liability, losses or damages, including attorneys' fees and costs, at both the trial and appellate levels, which the City may suffer as a result of claims, demands, suits, causes of actions or proceeding of any kind or nature arise out of, relating to or resulting from the performance or non-performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. The Grantee shall pay all claims and losses and shall investigate and defend (with legal counsel acceptable to City) all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees and costs which may issue. The Grantee expressly understands and agrees that any insurance required by this Agreement or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City. Nothing contained in this Agreement shall be construed to affect the City's right of sovereign immunity as provided in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

Section 12. Notices. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Grantee and the City designate the following as the respective places for giving such notice:

City: City of North Miami
 776 N.E. 125th Street
 North Miami, FL 33161
 Attn: City Manager

Copy to: City of North Miami
 776 N.E. 125th Street
 North Miami, FL 33161
 Attn: City Attorney

Grantee: The Greater North Miami Chamber of Commerce, Inc.
Registered Agent
13100 West Dixie Highway
North Miami, FL 33161

Section 13. Inspections. At any time during normal business hours, the City or any of its agents, shall have the right to enter the Property, to examine the same for purpose of ensuring Grantor's compliance with the terms and provisions of this Agreement.

Section 14. Limitation of Liability. The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for money damages arising out of this Agreement, so that its liability never exceeds the sum of \$100.00. Grantee expresses its willingness to enter into this Agreement with recovery from the City for any action or claim arising from this Agreement to be limited to the sum of \$100.00. Accordingly, and notwithstanding any other term or condition of this Agreement, Grantee agrees that City shall not be liable to Grantee for damages or for any action or claim arising out of this Agreement in an amount in excess of the sum of \$100.00. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

Section 15. Miscellaneous.

15.1 **Publicity.** It is understood and agreed between the parties that this Grantee is receiving funds by the City. Further, by the acceptance of these funds, the Grantee agrees that activities funded by this Agreement shall recognize the City as a funding source. The Grantee shall ensure that any publicity, public relations, advertisements and signs recognize the City for the support of all contracted activities. Grantee shall permit, or cause the landlord to permit, as applicable, a sign to be placed upon the Property by the City relative to this Agreement.

15.2 **Compliance with Laws.** The Grantee agrees to comply with all applicable federal, state, county and city laws, rules and regulations.

15.3 **Modifications.** Any amendments, variations, modifications, extensions or waivers of provisions of this Agreement including, but not limited to, amount payable and effective term shall only be valid if in writing, duly approved by the City and signed by both parties.

15.4 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15.5 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

15.6 **Exhibits.** Each Exhibit referred to in this Agreement should be treated as part of this Agreement, and are incorporated herein by reference.

15.7 Extent of Agreement. This Agreement represents the entire and integrated agreement between the City and the Grantee and supersedes all prior negotiations, representations or agreements, either written or oral.

15.8 Third Party Beneficiaries. Neither of the parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

15.9 Construction. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

15.10 Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Miami-Dade County, Florida.

15.11 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

15.12 Survival. All terms and provisions of this Agreement shall survive the Funding Termination Date and the termination of this Agreement, as applicable, as necessary in order for the parties to enforce their rights hereunder.

15.13 Recording. Grantee agrees that the City may record a Memorandum of this Agreement in the Public Records of Miami-Dade County at Grantee's expense. The form of Memorandum shall be prescribed by the City and the Grantee shall execute such Memorandum simultaneously with this Agreement. The rights and interests created herein, are intended to and shall run with the land, and shall be binding upon, inuring to the benefit of, and enforceable against the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

GRANTEE:

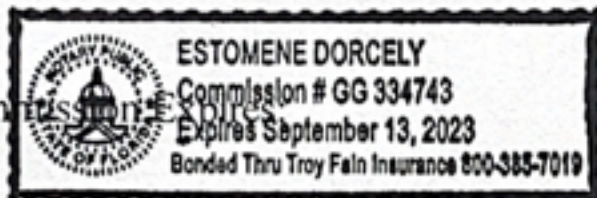
By: David Burney

David Burney, Chairman
Type or Print Name

STATE OF FLORIDA)
 SS:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this 3rd day of June 2021, by B650-162-72-284-0 who (check one) ☐ are personally known to me or ☐ have produced a Florida driver's license as identification.

My Comm



Estomene Dorcelly
Notary Public
Print Name: Estomene Dorcelly

CITY:

CITY OF NORTH MIAMI,
a Florida Municipal Corporation

By: _____
City Manager

Attest:

By: _____
City Clerk

Approved as to form and legal sufficiency:

By: _____
City Attorney

EXHIBIT “A”
Program Guidelines

GREEN BUSINESS REHABILITATION GRANT GUIDELINES

General Information on Community Development Block Grant (CDBG)

Economic development encompasses the process, policies, and activities by which a community improves the long-term economic and social well-being of its people. The objective of economic development is a sustainable increase in living standards, including per capita income, education, health, and environmental protection. Economic development strategies offer government, private and not-for-profit sectors the opportunities to work together to improve the local economy. CDBG gives communities the flexibility to select the strategies where it will support economic development. Additionally, it allows businesses to increase efficiency without sacrificing performance.

Special Economic Development with CDBG

The City of North Miami, through the Green Rehabilitation Grant, has implemented a special economic development activity citywide to rehabilitate commercial or industrial property that can be identified as a “small business”. The major goals for this program are to help current and future businesses “green” their operations by focusing on sustainability with respect to reducing greenhouse gas emission, promoting climate change awareness, reducing energy cost, and creating new employment opportunities through business expansion.

The rehabilitation scope is focused on green retrofit options that are sustainable. The intent and primary focus of this program is to create economic opportunity by promoting energy conservation, resiliency, reducing greenhouse gases and reducing long term operating costs that encourage sustainability by retrofitting buildings. Implementing this new economic development program helps businesses to “green” their operations and identify a rate of return on their retrofit investments.

By implementing the “green” criteria, businesses engage in “Green Building Retrofit” measures such as water conservation, energy conservation, greenhouse gas reduction, and reducing long term operating costs that encourage sustainability by buying green or recycled products. Business owners will realize significant saving over time. Our goals for this program are to reduce greenhouse gas emission, promote climate change awareness, reduce energy cost and create new employment opportunities through business expansion. The following eligible items may be considered, based on the results of the energy audit, for “green” retrofit are including but not limited to:

1. Lighting fixtures
2. Insulation options
3. Draft/light sealants for windows and doors to conserve energy

4. Automatic timed devices
5. Install energy efficient appliances per energy audit
6. Provide options for Solar energy such as fixtures (on a small scale)
7. Generators
8. Impact windows/glass

The Process

The following identifies the steps in the application process:

1. The city will develop a baseline GIS database of businesses through identification of the worst and best energy consumers by gathering data from any available source and the City's Utility Department.
2. The city will make continuous efforts for public outreach.
3. All information will be placed on the Community Planning and Development website and related websites.
4. Grant application checklist:
 - a. Grant application
 - b. Proof of ownership or authorization to make renovations
 - c. Occupational License or Business Tax receipt
 - d. Proof of Insurance
 - e. Checklist to determine eligibility
 - f. Energy Audit completion-coordination with FPL (free)
 - g. Agreement to obtain Green Business Certification (application is free)
 - h. Verification of the number of employees (i.e. payroll sheets)
 - i. Proof of energy efficiency/sustainability of products or improvements
5. Once the applications are received, it will go through the following review process:
 - a. CP&D staff review to include (a) prioritizing retrofit needs (b) analyze rate of return based on the data obtained from quarterly billing statement.
 - b. Application deemed complete
 - c. Site inspection by CP&D staff (inspector deem if permits are needed)
 - d. Execution of grant agreement
 - e. Follow-up meeting and Notice to Proceed by CP&D staff
 - f. Building permit process (where applicable)
 - g. Site Inspection (for process)
 - h. Grant monitoring by CDBG-Meeting National Objective
 - i. Review of hardship letter and 3 estimates (where applicable)

Funding Sources

Implementation of the Green Business Rehabilitation Grant Program will be funded by the U.S. Department of Housing and Urban Development. The grant will be administered through the Community Development Block Grant (CDBG) Program. Other funding sources will be identified through ongoing grant opportunities. Green Rehabilitation Grant is a reimbursable grant paid to business owners after payment for upgrades have occurred. If a grant recipient is unable to cover the upfront costs of the improvement, the recipient must write a letter indicating financial hardship and submit three cost estimates for review by the City. The City shall select the lowest qualified bid for payment.

Program Limits & Requirements

Funding Limit: The City has allocated \$50,000 annually to the Green Business Rehabilitation Grant Program. Subsequently, the maximum amount allocated to each business will be up to \$10,000.

Requirements & Scope: Participants in the City of North Miami's Green Rehabilitation Grant Program shall comply with those provisions of the local adopted codes. For the purposes of this CDBG program, small businesses will be identified through the criteria established by Miami Dade County:

1. Cannot have more than seven (7) employees
2. Must not be part of a national chain or franchise
3. Must not have received a CRA commercial or Green Rehabilitation grant in the last five (5) years

Business can be non-profit or for-profit and must have been in business for at least 2 years (proof include old license, incorporations, sales tax, income tax, and utility bill). Although not a requirement, business development or capacity building courses/seminars are strongly encouraged.

Compliance, Necessity and Feasibility of Repairs

Contractors or other participants shall ensure that the provisions of the Green Rehabilitation Grant Program are applied to each facility that is rehabilitated with financial assistance provided in whole or in part from the CDBG funds.

The Green Rehabilitation Grant Program is not intended to address every item that may be in need of rehabilitation within the structure. Notwithstanding the requirements of the Green Rehabilitation Grant Program, rehabilitation funding will be made on the basis of a determination of the necessity and feasibility of the proposed rehabilitation in accordance with the guidelines.

CDBG Regulation Enforcement and Payment Structure

Enforcement of the Green Rehabilitation Grant Program shall be carried out by means of progress inspections by CP&D staff and agreements between the City and the owner. The owner has the sole responsibility for construction services. All parties receiving CDBG funds for rehabilitation activities must comply with CDBG regulations. These obligations shall be expressed in the subsidy agreement between the owner and the City of North Miami. Payment is issued on a reimbursable basis, or to vendor/contractor directly, and is subject to inspection and program compliance documentation.

EXHIBIT “B”

Scope of Work



June 2, 2021

Amanda,

Thank you as we have received and attached is the following


1. Nerey Air Conditioning **Total \$4700**

NM Chamber will be paying AC Company Full Amount \$4700 and after installation, the invoice /check will be submitted for reimbursement within a week of completion

2. Hanes Windows **Total \$7080**

NM Chamber will be giving 40% Deposit \$2832, then in 8-10 weeks balance of \$4248
We understand we will not be paid back until installation is completed and invoice/check showing paid is sent in for reimbursement within a week of completion

NM Chamber acknowledges \$10,000 Green Grant but the invoices total \$11,780. We understand we only will be reimbursed 10k



David Burny, Chairman
North Miami Chamber

6/2/21



Mechanical Contractor • Commercial • Industrial

Client Name: North Miami Chamber
13100 W. Dixie HWY
North Miami, FL 33161

Project Name: Replace 2 ½ Tons Rheem/ RUDD
Package unit

SCOPE OF WORK

- Remove power coming to package unit
- Disconnect existing drain pipe, high and low voltage wires
- Remove old Package unit from roof with a crane
- Install new Package unit
- Reconnect Ductwork, electrical and existing drain line
- Secure Package unit to the existing curb
- Start up the new unit

One year warranty on labor

Five years warranty on compressor with manufacturer

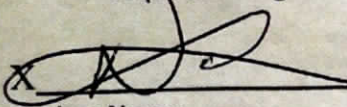
Total Cost Price: \$4,700

50% Down payment when offer accepted

50% remaining balance when job has been completed

This price only includes equipment, labor, material and crane.

Inspection Fees are not included. Permit costs will be paid by North Miami Chamber. If inspection requires railing in the roof, this must be cover by North Miami Chamber as well.


Norbey Nerey
Nerey Air Conditioning, Inc.
President

X

Authorized Name and Signature

David Burny chairman
Greater North Miami Chamber

Date: 6/1/21

Nereyairconditioninginc@gmail.com
(305) 370-9360
LIC: CMC1250579



HANES HURRICANE SHUTTERS & WINDOWS, INC.

219 NW 4th Avenue, Hallandale, FL 33009 • Phone: (954) 458-6866 • Fax: (954) 458-6890

Roll-Ups • Accordians • Panels • Impact Windows • Awnings • Patio Screens • Bahama Shutters

Licensed & Insured

DATE: 03/05/2021 APPROX: 14-16 WEEKS DELIVERY INST. DATE

NAME David Burney ASSOC. NAME

ADDRESS 13100 W Dixie Hwy. OFFICE PHN:

CITY North Miami STATE FL ZIP 33161

PHONE: 954 600 4645 CELL:

CONTRACT AGREEMENT

1. ACC. Shutter	7. Impact Windows 7	13. Manual Roll Up
2. Aluminium Panels	8. Impact Sliding Doors	14. Electric Roll Up
3. Steel Paneles	9. Impact French Doors 1	15. Screen
4. Bahamas Shutters	10. Others r	16. High Work
5. Colonial Shutters	11. Others	17. Permits 1
6. Service & Repair	12. Others	18. Others

Supply and Install one or more of the following type of Dade County product approved hurricane protection.

Item #	Description	Frame Color	Glass Color	Price
1	7 openings of impact single hung windows	Bronze	Clear	
9	1 opening of impact French Door			
17	City permit and engineer drawing included			

MATERIAL, LABOR AND TAX INCLUDED IN THE PRICE
SHUTTERS MUST BE LUBRICATED TO MAINTAIN WARRANTY AT LEAST ONCE A YEAR

 3% Extra on Credit Card Transactions	NOTE:	Grand Total	\$7,080.00
	Check# or CC#:	40% Deposit	\$2,832.00
	Check# or CC#:	Balance	\$4,248.00

Diana F. 03/05/2021 X
SALES PERSON DATE PURCHASER DATE

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Hanes Hurricane Shutters & Windows Inc		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See Instructions. 219 NW 4th Avenue	Requester's name and address (optional)	
6 City, state, and ZIP code Hallandale FL 33009		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
65	0891182

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
- Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► **Carey Hamer**

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.



Vendor Registration Form

Authorized Company Representative

Provide the following information for a company representative who is authorized to sign bids, offers, and contracts:

Name: Cornel Hanes Title: President
Phone: 954 458 6866 Fax: 954 458 6890
E-Mail Address: haneshumicane.shotters@ya.hoo.com

Local Government Prompt Payment Act

Payments made by City of North Miami are governed by the Local Government Prompt Payment Act ([Sections 218.70 through 218.80 of the Florida Statutes](#)) and in accordance with the City's policies and procedures.

W-9 Form

The Internal Revenue Service (IRS) requires that the City have on file a completed W-9 for all vendors. Please complete the attached IRS W-9 Form and submit it to the City along with this Vendor Registration Form.

Acknowledgement

The vendor submitting this Vendor Registration form acknowledges that they have read and agree to abide by the City of North Miami (City) Procurement Code and have also reviewed the City's Vendor Guide. The vendor further acknowledges that no conflict of interest exists nor will any conflict of interest be created by becoming a registered vendor and/or contracting with the City.

<u>Cornel Hanes</u> Authorized Representative Signature	<u>3/24/21</u> Date
<u>Cornel Hanes</u> Authorized Representative Name (Print)	<u>President</u> Authorized Representative Title

Submittal Instructions

You may e-mail or mail your completed vendor registration form and W-9 to:

purchasing@northmiamifi.gov
City of North Miami Purchasing Department
776 NE 125th Street
North Miami, FL 33161



Vendor Registration Form

PROCUREMENT CODE

The City of North Miami Procurement Code describes the rules and regulations used in the operation of the Purchasing Department and is available for review online on the [Municode Website](#).

Prohibition on Use of Expanded Polystyrene and Single-Use Plastic Beverage Straws

Pursuant to Section 7-201 of the Procurement Code, City contractors and special event permittees shall not sell, use, provide in, or offer the use of expanded polystyrene food service articles or single-use plastic beverage straws in City facilities or on City properties. City contractors shall not sell or use expanded polystyrene or single-use plastic beverage straws within the City or while completing their duties to the City under contract. A violation of this section shall be deemed a default under the terms of the City contract, lease or concession agreement and is grounds for revocation of a special event permit. This section shall not apply to expanded polystyrene food service articles or single-use plastic beverage straws used for prepackaged food that have been filled and sealed prior to receipt by the City contractor or special event permittee.

VENDOR INFORMATION

* INDICATES REQUIRED FIELDS

Date: 6/1/21

*Business Name:

HANES + HURRICANE SHUTTERS & WINDOWS

*Contact Person Name:

CORNEL HANES

Contact Person Title:

President

*Contact Phone Number:

954 458 6866

Alternate Phone Number:

Fax Number:

954 458 6890

*E-Mail Address:

haneshurricane.shutters@yahoo.com

Website:

FEIN Number (If none, enter Social Security No.):

132-78-6664

*Mailing Address:

219 NW 4th AVE Hallandale FL 33009

Remit to Address:



Vendor Registration Form

Purchase Orders

*Indicate which method(s) you prefer to have purchase orders delivered:

☒ E-mail: haneshhurricanes@yaho.com
☐ Fax: _____

Local Vendor Minority Business Survey

The City of North Miami tracks the status of local and minority businesses. Please check the box(es) below to indicate the applicable status of your business:

- | | |
|---|---|
| <input type="checkbox"/> African American Owned Business | <input type="checkbox"/> Woman Owned Business |
| <input type="checkbox"/> Hispanic American Owned Business | <input type="checkbox"/> Local North Miami Business |
| <input type="checkbox"/> Asian American Owned Business | <input type="checkbox"/> Small Business Enterprise |
| <input type="checkbox"/> Native American Owned Business | <input type="checkbox"/> Other: _____ |

Services/Commodities Provided

*Indicate what types of services your company provides by providing the respective commodity codes. Please refer to the [Commodity Code Listing](#) available on the Purchasing Department Website.

Window & Door
Hurricane Shutters

Vendor Disclosure

Have any of the Owners or Officers of the Vendor seeking registration been an employee of the City of North Miami within the last two (2) years:

- ☒ No
☐ Yes (Explanation: _____)

NOTICE OF COMMENCEMENT

A RECORDED COPY MUST BE POSTED ON THE JOB SITE AT TIME OF FIRST INSPECTION

PERMIT NO. _____ TAX FOLIO NO. 06-2229-049-0480

STATE OF FLORIDA:
COUNTY OF MIAMI-DADE:

THE UNDERSIGNED hereby gives notice that improvements will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

Space above reserved for use of recording office

1. Legal description of property and street/address: IRONS MANOR 2ND ADDN 13100 W DIXIE HWY. NORTH MIAMI FL 33161
2. Description of Improvement: install 7 openings of impact single hung windows install 1 opening of FRENCH DOOR
3. Owner(s) name and address: TOWN OF MIAMI
Interest in property: COMMERCIAL
Name and address of fee simple titleholder: _____
4. Contractor's name, address and phone number: HANES HURRICANE 219 NW 4th AVE HALLANDALE FL 33009 954 458 6866
5. Surety: (Payment bond required by owner from contractor, if any)
Name, address and phone number: _____
Amount of bond \$ _____
6. Lender's name and address: _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes,
Name, address and phone number: _____
8. In addition to himself, Owners designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes.
Name, address and phone number: _____

9. Expiration date of this Notice of Commencement: _____
(the expiration date is 1 year from the date of recording unless a different date is specified)

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Signature(s) of Owner(s) or Owner(s)' Authorized Officer/Director/Partner/Manager

Prepared By _____	Prepared By _____
Print Name _____	Print Name _____
Title/Office _____	Title/Office _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2006

By _____
☐ Individually, or ☐ as _____ for _____
☐ Personally known, or ☐ produced the following type of identification: _____
Signature of Notary Public: _____
Print Name: _____
(SEAL)

VERIFICATION PURSUANT TO SECTION 92.525, FLORIDA STATUTES

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true, to the best of my knowledge and belief.

Signature(s) of Owner(s) or Owner(s)'s Authorized Officer/Director/Partner/Manager who signed above:

By _____ By _____



Building Permit Application

12340 NE 8 AVE North Miami, FL 33161
Phone: 305-895-9820 Fax: 305-895-9822
Permitting Hours: 7:30-3:00 Monday to Friday
Website: www.northmiamifl.gov
Inspection Request: inspect@northmiamifl.gov

Issuing Permit Officer: _____

Date Issued: _____

Contact Person: ALLIE Phone # 954 458 6866 E-mail: haneshurricane.shutters@yahoo.com

Job Site Address: <u>13100 W DIXIE HWY</u>	Permit Number: _____
Folio Number: 06- <u>2229 049 0480</u>	Application Date: _____
Contractor: <u>HANES HURRICANE</u>	Engineer' Name: _____
Contractor's Address: <u>219 NW 4TH AVE HALLANDALE FL 33009</u> Phone: <u>954 458 6866</u>	Engineer's License: _____
Property Owner's Name: <u>TOWN OF MIAMI</u>	Architect's Name: _____
Owner's Address: <u>13100 W DIXIE HWY, NORTH MIAMI, FL 33161</u>	Architect's License: _____
	Phone: _____
Commercial <input checked="" type="checkbox"/> Residential <input type="checkbox"/>	Square Footage: _____ Estimated Construction Cost: _____
Work Description <u>install 7 openings of single hung windows</u> <u>install 1 opening of French Door</u>	

ALL INFORMATION MUST BE FILLED IN BY APPLICANT IN ACCORDANCE WITH F.S. 713.135

Application has been made to obtain a permit to do the work and installation as indicated. I certify that no work or installation has commenced prior to the issuance of permit and that all work will be performed to meet the standards of all laws regulating construction in the City of North Miami, Florida. I understand that a separate application/sign off will be required to secure Electrical, Plumbing, Signs, Pools, Boilers, Tanks, Air Conditioners, Roofing, Shutters, Windows, Doors, etc.

Building	Electrical	Plumbing	Mechanical	Pool	Fence	Roof	Dock	Shed	Driveway	Paint	Window/Door
Change of Contractor	Revision	Renewal	Shop Drawing	Right of Way Permit	Other: _____						
Discipline	Approval Date	Discipline	Approval Date	Discipline	Approval Date	Discipline	Approval Date				
Zoning /Land		Building		Structural		Electrical					
Plumbing		Mechanical		Engineering		Flood					

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT

Contractor	Property Owner
Notification E-Mail: _____	Notification E-Mail: _____
Print Name of Qualifier: _____	Print Name of Owner: _____
License Number: _____	Owner's Address: _____
Signature of Qualifier: _____	Signature of Owner: _____
On this _____ day of _____, 20____ before me the undersigned Personally appeared and whose name is subscribed to and within the Instrument, and that he/she acknowledges that he/she executed it.	On this _____ day of _____, 20____ before me the undersigned Personally appeared and whose name is subscribed to and within the Instrument, and that he/she acknowledges that he/she executed it.
Notary Public State of Florida	Notary Public State of Florida